

REMARKS

Claims 1-40 and 47-52 are currently pending in the subject application, and are presently under consideration. Claims 50-52 are allowed. Claims 1-8, 11-16, 21-28, 31-36, and 47 are rejected. Claims 9, 10, 17-20, 29, 30, 37-40, 48, and 49 have been indicated as allowable. Favorable reconsideration of the application is requested in view of the comments herein.

I. Rejection of Claims 1-8, 11-16, 21-28, 31-36, and 47 Under 35 U.S.C. §103(a)

Claims 1-8, 11-16, 21-28, 31-36, and 47 stand rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent 6,366,761 to Montpetit ("Montpetit") in view of U.S. Publication No. 2002/0003776 to Gokhale ("Gokhale"). Withdrawal of this rejection is respectfully requested for at least the following reasons.

Claims 1 and 21 each recite releasing uplink bandwidth previously allocated to one or more of the user terminals based on a projected release time associated with completing transmission of data in a buffer of the one or more user terminals. The Office Action dated October 24, 2005, asserts that the above recited element of claims 1 and 21 is taught by Montpetit (Office Action dated October 24, 2005, page 3, citing Montpetit, col. 17, ll. 48-58). Representative for Applicant respectfully disagrees with this assertion. The passage of Montpetit cited by the Examiner states that uplink bandwidth is both dynamically allocated and released, that an allocation request indicates a requested allocation or release of uplink bandwidth by the inclusion of a positive or negative sign, and that such a means of allocation and release is referred to as "bandwidth-on-demand," (Montpetit, col. 17, ll. 48-58). This cited passage of Montpetit merely describes "bandwidth-on-demand" allocation of uplink bandwidth, and does not state anything with regard to releasing uplink bandwidth based on a projected time of completing a transmission. Montpetit is silent as to releasing uplink bandwidth based on a projected time of completing a transmission, and therefore does not teach or suggest releasing uplink bandwidth previously allocated to one or more of the user terminals based on a projected release time associated with completing transmission of data in a buffer of the one or more user terminals, as recited in claims 1 and 21.

The addition of Gokhale does not cure the deficiencies of Montpetit to teach or suggest claims 1 and 21. The Office Action dated October 24, 2005, relies on Gokhale to teach assigning fair shares of the uplink bandwidth allocated to one or more of the user terminals based on at least one of system data loading, terminal data loading, and user agreement terms (Office Action dated October 24, 2005, page 3, citing Gokhale, paragraph 4). However, neither Montpetit nor Gokhale, individually or in combination, teach or suggest releasing uplink bandwidth previously allocated to one or more of the user terminals based on a projected release time associated with completing transmission of data in a buffer of the one or more user terminals, as recited in claims 1 and 21. Withdrawal of the rejection of claims 1 and 21, as well as claims 2-8, 11-16, and 47 and claims 22-28 and 31-38 which depend from claims 1 and 21, respectively, is respectfully requested.

Claims 4 and 24 each recite transmitting initial bandwidth requests comprises communicating over the initial bandwidth allocations in the uplink. The Office Action dated October 24, 2005, asserts that claims 4 and 24 are taught by Montpetit (Office Action dated October 24, 2005, page 4, citing Montpetit, col. 11, line 61 through col. 12, line 5). Representative for Applicant respectfully disagrees with this assertion. The cited section of Montpetit teaches that a request for bandwidth allocation is repeated, even before the bandwidth is actually allocated (Montpetit, col. 11, line 65 through col. 12, line 5). Montpetit further specifically states that, upon an allocation request occurring at a time-frame zero, the bandwidth is not actually allocated until time-frame five at the earliest (Montpetit, col. 11, ll. 61-65). Therefore, according to the teachings of Montpetit, an initial bandwidth request cannot be communicated over the initial bandwidth allocations in the uplink because uplink bandwidth has not yet been allocated. Accordingly, neither Montpetit nor Gokhale, individually or in combination, teach or suggest transmitting initial bandwidth requests comprises communicating over the initial bandwidth allocations in the uplink, as recited in claims 4 and 24. Withdrawal of the rejection of claims 4 and 24 is respectfully requested.

Claims 5 and 25 each recite that the satellite communication system is arranged to transmit data via a fixed bandwidth, and wherein the method further comprises identifying a

need for a fixed bandwidth based on the data to be transmitted over the satellite communication system. The Office Action dated October 24, 2005, asserts that claims 5 and 25 are taught by Montpetit (Office Action dated October 24, 2005, page 4, citing Montpetit, col. 9, ll. 16-25 and 40-52). Representative for Applicant respectfully disagrees with this assertion. Montpetit is silent as to the bandwidth allocated to user terminals being fixed. Instead, Montpetit specifically states that uplink bandwidth is dynamically allocated (Montpetit, col. 17, line 48). Specifically, Montpetit teaches that, upon the number of packets in the send queue exceeding a threshold, the ground terminal requests additional uplink bandwidth (Montpetit, col. 9, ll. 20-25). This passage demonstrates that, because the uplink bandwidth can change based on the number of packets to be transmitted, the uplink bandwidth is variable, and not fixed. Accordingly, neither Montpetit nor Gokhale, individually or in combination, teach or suggest that the satellite communication system is arranged to transmit data via a fixed bandwidth, and wherein the method further comprises identifying a need for a fixed bandwidth based on the data to be transmitted over the satellite communication system, as recited in claims 5 and 25. Withdrawal of the rejection of claims 5 and 25 is respectfully requested.

Claims 11 and 31 each recite transmitting initial bandwidth requests comprises combining the initial bandwidth request of a first terminal of said user terminals with initial data to be transferred by the first terminal. For the reasons stated above with regard to claims 4 and 24, claims 11 and 31 should also be patentable over the cited art. Withdrawal of the rejection of claims 11 and 31 is respectfully requested.

Claim 14 recites allocating a fixed bandwidth to a first terminal of the user terminals in response to a request for a fixed bandwidth from the first terminal to a bandwidth manager. For the reasons stated above with regard to claims 5 and 25, claim 14 should also be allowed over the cited art. In addition, Montpetit is further silent as to a request from a terminal to a bandwidth manager being a request for a fixed bandwidth, as recited in claim 14. Accordingly, neither Montpetit nor Gokhale, individually or in combination, teach or suggest allocating a fixed bandwidth to a first terminal of the user terminals in response to a request for a fixed bandwidth

from the first terminal to a bandwidth manager, as recited in claim 14. Withdrawal of the rejection of claim 14 is respectfully requested.

For the reasons described above, claims 1-8, 11-16, 21-28, 31-36, and 47 should be patentable over the cited art. Accordingly, withdrawal of this rejection is respectfully requested.

CONCLUSION

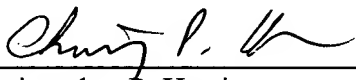
In view of the foregoing remarks, Applicant respectfully submits that the present application is in condition for allowance. Applicant respectfully requests reconsideration of this application and that the application be passed to issue.

Please charge any deficiency or credit any overpayment in the fees for this amendment to our Deposit Account No. 20-0090.

Respectfully submitted,

Date

1/17/06



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